



**KANNAPOLIS CITY COUNCIL
WORK SESSION AGENDA
Kannapolis City Hall
401 Laureate Way, Kannapolis NC
May 8, 2017
6:00 PM**

Please turn off cell phones or place on silent mode.

CALL TO ORDER AND WELCOME

PROCLAMATIONS

1. Municipal Clerks Week
2. National Police Week and Peace Officers Memorial Day

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

1. **Budget Amendment #17-14 for Land Acquisition on Midlake Road** (Eric Davis, Finance Director)
2. **Budget Amendment #17-15 for Fluoridation Equipment Federal Grant** (Eric Davis Finance Director)
3. **Approve Amendment to the City's Debt Limit Policy** (Eric Davis, Finance Director)
4. **Motion to table indefinitely a Resolution adopting Ordinance regulating the use of Golf Carts by amending Chapter 10, Article II of the City Code of Ordinances "Division 5.Golf Carts"** (Walter M. Safrit, II, City Attorney)

BUSINESS AGENDA

1. **Ordinance amending Chapter 3 of the City Code of Ordinances. (Second Amendment)** (Walter M. Safrit, II, City Attorney)
2. **Recommendation to the Cabarrus County Board of Commissioners appointment to the Cabarrus County Planning and Zoning Commission** (Mike Legg, City Manager)

STAFF UPDATES

CITY COUNCIL COMMENTS

CLOSED SESSION

GS. 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney-client privilege and G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area(**Mayor Pro tem Wilson**)

ADJOURN MEETING

UPCOMING SCHEDULE

May 22, 2017 Business Meeting
June 12, 2017 Workshop Meeting
June 26, 2017 Business Meeting

In accordance with ADA regulations, anyone in need of an accommodation to participate in the meeting should notify the ADA coordinator at tcline@kannapolisnc.gov or 704-920-4302 at least forty-eight (48) hours prior to the meeting.



Office of the Mayor
KANNAPOLIS, NORTH CAROLINA
Proclamation Recognizing Municipal Clerks Week
May 7-13, 2017

WHEREAS, a Municipal Clerk is a professional who provides continuity in government from administration to administration, seeing to it that the business of a local government continues uninterrupted while providing experience and dedicated public service to the governing body, colleagues and citizens; and

WHEREAS, The International Institute of Municipal Clerks (IIMC), a professional non-profit association with over 14,500 members, announces its 48th Annual Municipal Clerks Week – May 7 through May 13, 2017. IIMC has sponsored Municipal Clerks Week since 1969. In 1984 and in 1994, Presidents Ronald Reagan and Bill Clinton respectively, signed a Proclamation officially declaring Municipal Clerks Week as the first full week of May and recognizing the essential role Municipal Clerks play in local government; and

WHEREAS, way before Mayors, Town Councils and Town Managers, there were Town Clerks. The Municipal Clerk is one of the oldest positions in local government, dating back before Biblical times. Although few people realize the vital services a Municipal Clerk perform for their community, the Office of the Municipal Clerk is the hub of government, recording the actions of its legislative body, serves as information center to the general public, and preserving the history of local government for future generations. The functions of the Municipal Clerk necessitate a thorough knowledge of law procedure, administration and provides the professional link between the citizens and the City; and

WHEREAS, in recognizing the importance of its role and functions of the Municipal Clerks Office and impact it has on the public, salute its Municipal Clerk, Bridgette Bell for her dedication and commitment to the City of Kannapolis and its citizens.

NOW THEREFORE, BE IT RESOLVED that the Kannapolis City Council and by virtue of the authority vested in me as Mayor, do hereby proclaim the week of May 7 through May 13, 2017 as “Municipal Clerk Week” in the City of Kannapolis.



IN WITNESS WHEREOF I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 8th day of May, 2017.

Milton D. Hinnant



Office of the Mayor
KANNAPOLIS, NORTH CAROLINA
P R O C L A M A T I O N

NATIONAL POLICE WEEK AND PEACE OFFICERS MEMORIAL DAY

WHEREAS, in 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week. Currently, tens of thousands of law enforcement officers from around the world converge on Washington, DC to participate in a number of planned events which honor those that have paid the ultimate sacrifice; and

WHEREAS, communities across the United States will come together to mark the week of May 15 through May 21, 2017 as the Annual Police Week Memorial Observance to honor and remember those law enforcement officers who made the ultimate sacrifice, as well as the family members, friends and fellow officers they left behind; and

WHEREAS, each year a group of Kannapolis Police officers join other officers from across North Carolina participating in the Bike2DC ride. Last year, the Kannapolis Police Department had nine representatives among over 80 riders who biked 500 miles from Charlotte to the National Law Enforcement Officers Memorial in Washington, DC in four days. The Kannapolis officers will ride in honor of our own Officer Roger Dale Carter who was killed in the line of duty on December 31, 1993; and

WHEREAS, Law Enforcement fatalities nationwide have rose to their highest level in five years. Currently, there are **21,183** names engraved on the walls of the National Law Enforcement Officers Memorial dating back to the first known death in 1791. The service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund 29th Annual Candlelight Vigil, on the evening of May 13, 2017; and

WHEREAS, in tribute to American Law Enforcement Officers and at the request of the National Law Enforcement Officers Memorial Fund, Public Law 103-322 designates May 15, 2017 as ***National Peace Officers Memorial Day*** in honor of all fallen officers and their families and United States flags should be flown at half-staff.

NOW, THEREFORE, BE IT RESOLVED that the Kannapolis City Council formally designates ***May 15-21, 2017, as Police Week in the City of Kannapolis*** in honor of officers who have fallen in the line of duty, and recognize the sacrifices made by the families of those officers and the families of those who continue to protect and serve our communities.



IN WITNESS THEREFORE, I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 8th day of May 2017.

Milton D. Hinnant



**City of Kannapolis
City Council Meeting
May 8, 2017
Staff Report**

TO: Mayor and City Council
FROM: Eric Davis, Finance Director
TITLE: Budget Amendment for Land Acquisition on Midlake Road

A. Action Requested by City Council

Approve Budget Amendment #17-14 for Land Acquisition on Midlake Road.

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

Recently the City Council has expressed interest in acquiring a specific piece of property on Midlake Road to facilitate the future construction of the long-planned Eastside Park. This budget amendment will appropriate the funds necessary to complete the transaction.

There are no funds in the FY 17 budget for construction nor will there be funds allocated for this purpose in the recommended FY 18 budget.

D. Fiscal Considerations

These funds will be taken out of the City's cash reserves (fund balance).

E. Policy Issues

None

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation

- 1. Approve Budget Amendment #17-14 for Land Acquisition on Midlake Road (Recommended)**
2. Table action to a future date.
3. Take no action.

H. Issue Reviewed By

Eddie Smith, Mike Legg

ATTACHMENTS:

File Name

📎 Midlake_Park_Land_Acquisition_2017_#1714_\$530_000.pdf

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2016
AND ENDING JUNE 30, 2017
Amendment # 17-14**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 8th day of May 2017, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017 is hereby adopted:

SECTION I - General Fund

Expenditures:

Increase Parks & Recreation Capital Outlay	
Expenditure: 15010-59400	\$530,000

Revenues:

Increase Appropriated Fund Balance	
Revenue: 19900-39900	\$530,000

This Ordinance is approved and adopted this 8th day of May, 2017.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



**City of Kannapolis
City Council Meeting
May 8, 2017
Staff Report**

TO: Mayor and City Council
FROM: Eric Davis, Finance Director
TITLE: Budget Amendment for Fluoridation Federal Grant

A. Action Requested by City Council

Adopt Budget Amendment #17-15 for Fluoridation Equipment Federal Grant

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

The City received a grant award from the National Association of County and City Health Officials for \$24,050 in federal funds for fluoridation equipment. This budget amendment will appropriate the funds.

D. Fiscal Considerations

The City will receive \$24,050 in federal funds for fluoridation equipment from the National Association of County and City Health Officials if approved.

E. Policy Issues

None

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation

- 1. Recommended: Adopt budget amendment 17-15 for Fluoridation Equipment Federal Grant (Recommended)**
2. Do not adopt budget amendment

H. Issue Reviewed By

ATTACHMENTS:

File Name

- ▢ GRANT_Budget_Amendment_#17-15__\$24_050.pdf
- ▢ Grant_Agreement.pdf

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2016
AND ENDING JUNE 30, 2017
Amendment # 17-15**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 8th day of May 2017, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017 is hereby adopted:

SECTION I - WATER & SEWER FUND

Expenditures:

Increase Capital Machinery & Equipment Expenditure: 36200-59500	\$24,050
--	----------

Revenues:

Federal Grant Revenue: 30000-33000	\$24,050
---------------------------------------	----------

This Ordinance is approved and adopted this 8th day of May 2017.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

SUBAWARD AGREEMENT

This Contractual Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1100 17th Street, N.W., 7th Floor, Washington, DC 20036, and **City of Kannapolis** (hereinafter referred to as "Subrecipient"), with its principal place of business at 401 Laureate Way, Kannapolis, NC 28081.

WHEREAS, NACCHO wishes to hire Subrecipient to perform the services specified herein for NACCHO to enhance the programmatic activities of a grant; and

WHEREAS, Subrecipient wishes to perform such services for NACCHO; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Subrecipient agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of GRANT # 6NU38OT000172-04-02 (CFDA#93.424) as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Subrecipient shall act at all times in a professional manner consistent with the standards of the industry.
2. TERM OF AGREEMENT: The term of the Agreement shall begin on April 15, 2017 and shall continue in effect until June 30, 2017, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
3. PAYMENT FOR SERVICES: In consideration for services to be performed, NACCHO agrees to reimburse the Subrecipient for eligible costs incurred not to exceed \$24,050. Eligible costs are those previously approved by NACCHO. Subrecipient may submit one invoice and all payments will be made within 30 days of the receipt of such invoice and following approval by NACCHO for approved services, as outlined on Attachment I. The invoice shall itemize all expenses with supporting documentation for each itemized expense. NACCHO award number must be included on all invoices. The final invoice must be received by NACCHO no later than 30 days after the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Subrecipient shall act as an independent Contractor, and Subrecipient shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Subrecipient shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Subrecipient in the performance of this agreement shall be the responsibility of the Subrecipient, and not the responsibility of NACCHO if the liability, loss, or damage is caused by, or arises out of the actions or failure to act on the part of the Subrecipient, or anyone directly or indirectly employed by the Subrecipient.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Subrecipient, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Subrecipient and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Subrecipient and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Subrecipient may not assign this Agreement nor delegate any duties herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.
7. INTERFERING CONDITIONS: Subrecipient shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Subrecipient of said duties and responsibilities under this Agreement.

8. OWNERSHIP OF MATERIALS: Subrecipient hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Subrecipient pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Subrecipient shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Subrecipient understands and agrees that Subrecipient shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Subrecipient represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.
9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Subrecipient, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Subrecipient and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Subrecipient for services rendered through the date of termination.
11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining

portions or provisions shall remain in full force and effect and shall not be affected.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).
14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
15. REMEDIES FOR MISTAKES: If work that is prepared by the Subrecipient contains errors or misinformation, the Subrecipient will correct error(s) within five business days. The Subrecipient will not charge NACCHO for the time it takes to rectify the situation.
16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Subrecipient's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards, and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards). It is the Subrecipient's responsibility to understand and comply with all requirements set forth therein.
17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D, Subrecipient will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
18. DEBARRED OR SUSPENDED SUBRECIPIENTS: Pursuant to 2 CFR 200 Subpart C, Subrecipient will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
19. AUDITING: Subrecipient agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If Subrecipient is not required to undergo an audit pursuant to 2 CFR 200 Subpart F because Subrecipient receives less than \$750,000 in federal direct or indirect cooperative agreement or grant funds, Subrecipient will certify to NACCHO that it is not so required. If Subrecipient is required to undergo an audit pursuant to 2 CFR 200 Subpart F, Subrecipient will undergo the required audit and agrees to send a copy of its most recent Single Audit report and any management letters to NACCHO.
20. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Subrecipient will certify to NACCHO using the required form that it will not and has not used

Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Subrecipient will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

21. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
22. REPORTING REQUIREMENTS: Subrecipient must comply with Subrecipient reporting requirements specified in the Federal Funding Accountability and Transparency Act (P.L. 109-282). Subrecipient shall submit the information required on the form provided by NACCHO within 15 days of execution of this agreement and prior to any payment being made against this agreement.
23. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or Subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."
24. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
25. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City Health Officials

Attn: Contracts

1100 17th Street, N.W., 4th Floor

Washington, D.C. 20036

Tel: (202) 507-4272

Fax: (202) 783-1583

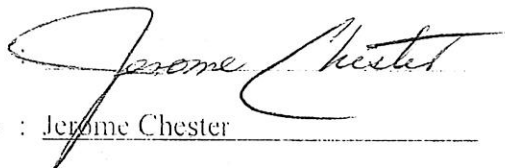
Email: contract@naccho.org

FOR SUBRECIPIENT:


City of Kannapolis
Attn.: Alex Anderson
401 Laureate Way
Kannapolis, NC 28081
Tel: 704-920-4252
Fax: 704-938-5919
Email: aanderson@kannapolisnc.gov

26. AUTHORITY TO BIND: Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

NACCHO:

By 
Name : Jerome Chester
Title : Chief Financial Officer
Date : 04/25/2017

SUBRECIPIENT:

By : 
Name : Micheal B Legg
Title : City Manager
Date : 4/21/17

Federal Tax ID No.: 56-1452469
DUNS No.: 60-5998350

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

SUBRECIPIENT AGREEMENT – ATTACHMENT I

SCOPE OF WORK*Public Water Systems Fluoridation Application*

Project Title		Building Capacity for Oral Health Fluoridation Equipment in Local Communities
Project Description		There is currently little understanding of local-level capacity to effectively manage community water systems and procure new or replacement equipment for community water systems that want to provide fluoridated water to their constituents. To address this gap, NACCHO and CDC will design and administer a program to assist local health departments and boards of health, in collaboration with their partners, to strengthen community water systems to optimally fluoridate water with either new or replaced equipment through funding and technical assistance.
APPLICANT INFORMATION		
1	Applicant Organization(s)	City of Kannapolis
2	Applicant POC Name	Alex Anderson
3	Applicant POC Phone Number	704-920-4252
4	Applicant POC Email Address	aanderson@kannapolisnc.gov
5	Applicant POC Mailing Address	401 Laureate Way, Kannapolis, NC 28081
STATEMENT OF NEED [500 word limit]		
6	Our water treatment plant was once owned by Cannon Mills, later by Fieldcrest-Cannon, and then was operated under contract by Pillowtex. During this time there were serious short-comings in terms of maintenance and replacement of equipment. Our plant is a conventional dual media filtration plant with a designed capacity of 15 million gallons per	

	<p>day. We currently serve approximately 50,000 residents and 3,100 residents in the City of Landis (we are the sole provider for the City of Landis).</p> <p>The plant has a fluoride day tank which has one small day tank of roughly 55 gallons and a 1,000 lb scale. The day tank outlet feeds immediately to one fluoride peristaltic feed pump.</p> <p>The plant was originally designed to operate on a 4-20 ma system. However, Pillowtex did not replace our only fluoride pump with a 4-20 style pump. We inherited a non-4-20 ma pump that is now over 13 years old. The pump has aged to the point that we can longer find the proper hose diameter and have resorted to using a smaller hose diameter and increasing the speed on the pump. However, this is not optimal for the fluoridation of a public water supply.</p> <p>Our platform scale is an old design that uses a solenoid versus a digital signal. Many of these parts fail throughout the year and we are forced to stop fluoridating for several days in order to make repairs or resets. When the plant was operated by Pillowtex the small day tank overflowed several times which resulted in rusting and deterioration of the scale.</p> <p>Our day tank is approximately 13 years old and has several deficiencies. We have had to replace the inlet and vent nipples due to deterioration. The top gasket has failed in several places, which this gasket is an important safety feature for the plant operators. Also, the nuts and bolts have rusted making it impractical to remove the lid, and thus, no full inspection or cleaning of the day tank can be completed.</p> <p>The expected service life remaining for the platform scale is less than 2 years. This is due to excessive deterioration which is causing severe issues during quarterly calibration. The expected service life of the day tank is roughly 3 years. This is due to the damage of the nuts, bolts, fittings, and gaskets. The service life of the chemical feed pump is 1 to 2 years. This is due to the age of the pump and a shortage of replace parts and hoses.</p> <p>The scope of the work is for city employees to remove the existing platform scale, day tank, and chemical feed pump. The city will then have a contractor set a new platform scale (30"x30" 1,000 lbs), day tank (55 – 60 gallon), and two new chemical feed pumps for redundancy (4-20 ma peristaltic hose pumps) and make the necessary fittings and tie ins. The city will then have a SCADA contractor calibrate the scale and tie the digital reader to our SCADA system.</p>
<p style="text-align: center;">COLLABORATIVE WORK [750 word limit]</p>	
7	<p>The city water treatment plant staff will work directly with the Cabarrus County Health Alliance and their dental program to inform patients, and others seeking services, of our</p>

	<p>efforts to improve our fluoridation, and the benefits of fluoridation. The city communications department will make direct contact with Kannapolis City Schools to inform educators, parents, and students of our work to improve our fluoridation system, and the benefits of fluoridation. The City of Kannapolis conducts several public education events yearly for school aged children regarding stormwater protection and water conservation. During the upcoming education events we will discuss the upgrades that we have made and the dental benefits of fluoridation.</p> <p>The City of Kannapolis communications department will use social media and the city website to announce the upgrading of our fluoridation system, how upgrading our equipment increases our efficiency, and the benefits of fluoridation for dental health.</p> <p>All our outreach will involve the city's communications department in an effort to reach as many residents as we can. We will utilize both print and social media formats. One of our best approaches is to reach out to the school system and setup times for students to do tours and fieldtrips to the various city buildings. That gives us an opportunity to show the students all that goes on behind the scenes to make water, wastewater, and stormwater protection possible. Our hope is that when the students leave they take with them some knowledge regarding fluoridation, water conservation, and stormwater protection.</p> <p>The Cabarrus Health Department Dental Office (Cabarrus Health Alliance) has expressed interest in the fluoridation upgrade and is willing to assist us in disseminating information on the benefits of fluoridation. We will provide the Cabarrus Health Alliance Dental Office literature on fluoridation. We will also work with the leadership in the Cabarrus Health Alliance Dental Office to stress the importance of fluoridation and the benefits associated with fluoridation. We are supportive of a joint workshop with the Health Department and Kannapolis Public Works to discuss our fluoridation system, requirements, current status and benefits.</p>
	<p style="text-align: center;">SUSTAINABILITY PLAN [750 word limit]</p>
8	<p>We are currently able to maintain our feed system, however, due to the age it is need of replacement. The primary issue that we are facing is that our equipment has aged out of service and many parts are no longer made by the vendors. This puts us in a unique disadvantage because we would be able to maintain the equipment if we could find replacement parts. We are given a modest repair and maintenance budget every year, but it is difficult to justify the expense of upgrading fluoridation when we have other primary systems that need work as well (coagulation, chlorination, pH control, and high service pumping).</p> <p>Our plan is to purchase new equipment that fits our needs now and our projected needs over the next ten to fifteen years. We anticipate that by purchasing new equipment and</p>

properly maintaining it per the manufacturers' recommendation we can get the expected 15+ years of service life. Most manufacturers offer rebuild kits for chemical feed pumps, and we will make it an internal policy to keep at least two on hand at any given time. This allows us flexibility in repairing chemical feed pumps, but also a slight flexibility if the manufacturer later plans to discontinue the new pumps we buy.

The day tank that we will purchase will have a sealed top, and thus limit the chance of overflowing on to the platform scale like the contract operators did before the city took over responsibility of facility. This should truly help to ensure that we receive the full service life out of the new day tank and platform scale.

We currently have funding to purchase all the Hyrdofluorosilicic Acid (Fluoride) that we need. We do conduct a soft internal bid every year in an effort to get the highest quality product for the best price. This process helps ensure that we have funding year to year for all chemicals we use in the treatment process.

Next fiscal year we will start the process to switch from Hach Spadns to TISAB and an Ion Selective Electrode (ISE) in an effort to increase our efficiency and reproducibility in fluoride level testing. We currently have funding each year to slowly replace aging lab equipment. This process to replace all of our aging or outdated lab equipment will take some time, however, we are prioritizing ISE. This will help us maintain an effective fluoridation program by allowing our operators the ability to use a much more reliable and approved method.

The basic maintenance methods to be used will be based specifically off of the manufacturers' recommendations. We will read through the operation manuals for each new item and add the required preventative maintenance checks and items to our current list. We will rebuild the pumps as required and will replace the lobes and hoses as required. One of the greatest benefits of upgrading our aging equipment is that we can spec the new pumps to be based on industry standards regarding hose diameter and hose size. This will eliminate our current problem of trying to find a non-standard hose that is no longer in production.

Our current plan calls for operators to switch each chemical feed pump once a month. This ensures that each chemical pump gets equal operating run times. This helps both on the preventative maintenance side, but also ensures that we do not have one pump run for several hundred hours and the redundant pump sits idle and is never used. This is an inefficient way to operate chemical feed pumps and does not adequately spread the working load between the two pumps. We will alternate the pumps monthly, and if a pump fails prematurely then the operator can simply switch to the other pump. Maintenance will then repair the failed pump/hose and return it to service. This eliminated our current need to stop fluoridation due to a failed hose or lobe.

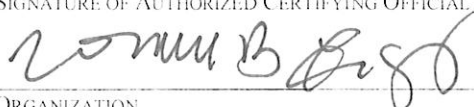
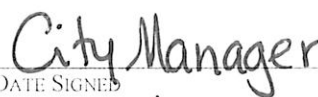

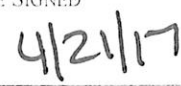
	We are working with North Carolina Waterworks Operators Association (NCWOA) to have a training class regarding fluoridation. We would like to host such a class sometime this summer or fall at our city hall. The NCWOA seems very open to the class and is willing to reach out to circuit riders, experienced operators, and/or industry leaders in the Charlotte area to help facility it. Our goal is to bring to the table information regarding the safe handling of the chemical, proper feeding requirements and operations, and proper laboratory analysis techniques to ensure adequate dosing.	
BUDGET BREAKDOWN Break down each part and/or piece of equipment desired to be purchased through this grant. Estimates are acceptable.		
9	EQUIPMENT	Watson Marlow Pump – \$3,200 each = \$6,400 for two Platform Scale and digital reader – \$2,800 Day Tank - \$2,800 Valves, hoses, and fittings - \$550
10	NON-EQUIPMENT	Contractor Installation - \$8,000 Injection Feed Point Blind Flange - \$3,500 (We will be replacing our fluoride and phosphate injection point quills (stingers), corporation stops, and blind flange as part of the upgrade. This item has started to leak filtered water and needs to be replaced, however, since it is a combined fluoride and phosphate piece of equipment we did not want to request reimbursement for sake of transparency).
11	BUDGET TOTAL	\$24,050.00
ATTACHMENTS		
12	State Drinking Water Administration Letter of Support	
13	State Dental Director Letter of Support	
14	Water Utility Letter of Support	
15	Local/Regional Health Department Letter of Support	

CERTIFICATION REGARDING LOBBYING WITH FEDERALLY APPROPRIATED FUNDS

Title 31, United States Code, Section 1352 entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federally appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement exceeding \$100,000 in total costs must disclose lobbying undertaken with non-Federal (non-appropriated) funds.

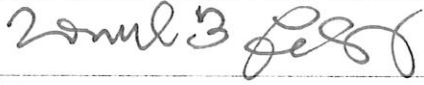
The undersigned is authorized to represent the contractor and certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
ORGANIZATION 	DATE SIGNED 

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION


By my signature I attest that _____ has not been
debarred or suspended pursuant to 2 CFR 200 SUBPART C (200.208) and will not
subcontract with parties listed on the General Services Administration's List of Parties
Excluded from Federal Procurement or Nonprocurement Programs in accordance with
E.O.s 12549 and 12689 "Debarment and Suspension.", and 2 CFR 180

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
ORGANIZATION City of Kannapolis	DATE SIGNED 4/21/17

**CERTIFICATION REGARDING NON-APPLICABILITY OF 2 CFR 200 SUBPART F AUDIT
REQUIREMENT TO NACCHO CONTRACTORS**

2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Subpart F, requires sub-recipients to adhere to the auditing requirements described in the Requirements. These requirements do not apply to entities that receive less than \$750,000 in federal direct or indirect (including federal funds passed through a State) cooperative agreement or grant funds.

The undersigned is authorized to represent the contractor and certifies that the contractor has received and expects to receive less than \$750,000 in federal direct or indirect (including Federal funds passed through a State) cooperative agreement or grant funds in the current fiscal year.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
ORGANIZATION City of Kannapolis	DATE SIGNED 4/21/17



**City of Kannapolis
City Council Meeting
May 8, 2017
Staff Report**

TO: Mayor and City Council
FROM: Eric Davis, Finance Director
TITLE: Amendment to the City's Debt Limit Policy

A. Action Requested by City Council

Approve Amendment to the City's Debt Limit Policy

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

In 2012, the Kannapolis City Council adopted a series of Financial policies with a purpose of establishing internal guidelines for how the City would regulate itself concerning all financial matters. One such policy focused on Debt Issues: **Page 7 of the attachment.**

This specific request deals with **Tax Supported Debt; item #6.** In 2012 the City Council approved a recommendation capping our tax-supported (non-water & sewer) debt limit at two percent (2.0%) of the City's assessed value (tax base).

The request before the City Council is to increase the Tax Supported Debt Limit from 2.0% to 4.0%. For fiscal year 2017, the 2% cap represents a tax supported debt limit of \$74.6 Million. Raising the limit to 4% will allow the City to go up to approximately \$149M of tax supported debt.

D. Fiscal Considerations

The North Carolina General Statutes sets a tax supported debt limit for local governments at eight percent (8%) of the government's assessed value (tax base). In 2012, the City wanted to be extremely conservative, and only set a limit at 2% of assessed value, or 25% of the allowable amount by the State. By increasing the City's tax supported debt limit to 4%, we are still at one half of the allowable amount authorized by the State.

At this point in time, the City is very close to the 2% limit. Increasing the limit to 4.0% will allow us to complete the planned capital projects while remaining in compliance with our own internal policies.

E. Policy Issues

Failure, or refusal to amend the debt limit policy will not legally prohibit the City from continuing with the planned Capital Projects. Only exceeding the 8% threshold established by the State would do that. Amending this policy will keep us in compliance with our own internal policies which should prevent any negative reactions when the City's bond rating is evaluated in advance of issuing bonds for our current capital projects.

F. Legal Issues

This policy is an internal City Policy and can be amended by the City Council at any time.

G. Alternative Courses of Action and Recommendation

- 1. Approve Amendment to the City's Debt Limit Policy (Recommended)**
2. Do not approve Amendment to the City's Debt Limit Policy

H. Issue Reviewed By

ATTACHMENTS:

File Name

📎 Fiscal_Policy_Guidelines_-_updated_april12_2012.docx

Fiscal Policies

For:

KANNAPOLIS



City of Kannapolis, North Carolina

Adopted: June 25th, 2012

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

TABLE OF CONTENTS

	<u>Tab</u>
Objectives	A
Budget Development Policies	B
Capital Improvement Budget Policies	C
Debt Policies	D
Reserve Policies	E
Investment Policy	F

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

Section Contents

Objectives

Budget Development Policies

Capital Improvement Budget Policies

Debt Policies

Reserve Policies

Cash Management and Investment Policy

FISCAL POLICY GUIDELINES - OBJECTIVES

This fiscal policy is a statement of the guidelines and goals that will influence and guide the financial management practice of the City of Kannapolis, North Carolina. A fiscal policy that is adopted, adhered to, and regularly reviewed is recognized as the cornerstone of sound financial management. Effective fiscal policy:

- Contributes significantly to the City's ability to insulate itself from fiscal crisis
- Enhances short term and long term financial credit ability by helping to achieve the highest credit and bond ratings possible,
- Promotes long-term financial stability by establishing clear and consistent guidelines,
- Directs attention to the total financial picture of the City rather than single issue areas,
- Promotes the view of linking long-run financial planning with day to day operations, and
- Provides the City Council, citizens and the City's professional management a framework for measuring the fiscal impact of government services against established fiscal parameters and guidelines.

To these ends, the following fiscal policy statements are presented.

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

BUDGET DEVELOPMENT POLICIES

1. The City will develop and adopt the annual operating budget in a manner in order to gauge progress toward meeting specified goals and objectives.
2. Water and sewer rates, storm water fees, and solid waste fees will be established at the appropriate level to enable the related funds to be self-supporting. In addition, water and sewer rates will be established to maintain compliance with revenue bond covenants.
3. One-time or other special revenues will not be used to finance continuing City operations but instead will be used for funding special projects.
4. The City will pursue an aggressive policy seeking the collection of delinquent utility, license, permit and other fees due to the City.

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

CAPITAL IMPROVEMENT BUDGET POLICIES

1. The City will prioritize all capital improvements in accordance with an adopted capital improvement program.
2. The City will develop a ten-year plan for capital improvements and review the plan annually. Changes to the ten-year plan will occur in every even year. The City utilizes a weighted ranking system based on seven critical used to recommend projects to the capital improvement program. Additional projects can be added to the CIP without ranking, but funding for projects added in this manner are subjected to normal operating budget constraints. These seven groups are:
 - 1) Mandate and Urgent Issues
 - 2) Public Health, Safety, and Welfare
 - 3) Financial Stewardship
 - 4) Community Vitality and Environmental Stewardship
 - 5) Economic Growth and Prosperity
 - 6) Government Effectiveness and Operations Effectiveness
 - 7) Asset Preservations
3. The City will enact an annual capital budget based on the ten-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.
4. The City will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvements will be projected and included in operating budget forecasts.
5. The City will use intergovernmental assistance to finance only those capital improvements that are consistent with the capital improvement plan and City priorities, and whose operating and maintenance costs have been included in operating budget forecasts.
6. The City will maintain all its assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.
7. The City will project its equipment replacement and maintenance needs for the next several years and will update this projection each year. From this projection a maintenance and replacement schedule will be developed and followed.

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

CAPITAL IMPROVEMENT BUDGET POLICIES (continued)

8. The City will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted for approval.
9. The City will attempt to determine the least costly and most flexible financing method for all new projects, including the utilization of cash revenue funds, as well as using cash for capital purchases where feasible.

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

DEBT POLICIES

General

1. The City will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues except where approved justification is provided.
2. The City will utilize a balanced approach to capital funding utilizing debt financing, draws on capital reserves and/or fund balances in excess of policy targets, and current-year (pay-as-you-go) appropriations.
3. When the City finances capital improvements or other projects by issuing bonds or entering into capital leases, it will repay the debt within a period not to exceed the expected useful life of the project. Target debt ratios will be annually calculated and included in the review of financial trends.
4. Where feasible, the City will explore the usage of special assessment, revenue, or other self-supporting bonds instead of general obligation bonds.
5. The City will retire tax anticipation debt, if any, annually and will retire bond anticipation debt within six months after completion of the project.

Tax Supported Debt

6. Net debt as a percentage of total assessed value of taxable property should not exceed 4.0%. Net debt is defined as any and all debt that is tax-supported.
7. The ratio of debt service expenditures as a percent of total general fund expenditures should not exceed 15% with an aggregate ten-year principal payout ratio target of 60% or better.
8. The City recognizes the importance of underlying and overlapping debt in analyzing financial condition. The City will regularly analyze total indebtedness including underlying and overlapping debt.

Revenue Supported Debt

9. The City will target a minimum amount of equity funding of 10% of the capital improvement plan on a five-year rolling average.

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

RESERVE POLICIES

1. The City will establish an emergency reserve to pay for needs caused by unforeseen emergencies, including unanticipated expenditures of a nonrecurring nature, or to meet unexpected small increases in service delivery costs. This **contingency** reserve will be budgeted at not less than 0.5% of the operating funds. FY12: .5% equals \$150,000.
2. Unreserved, Undesignated Fund Balances will mean funds that remain available for appropriation by the City Council after all commitments for future expenditures, required reserves defined by State statutes, and previous Council designations have been calculated. The City will define these remaining amounts as “available fund balances.”
3. Available fund balances at the close of each fiscal year should be within a range of at least 25% and no more than 33% (13 to 17 weeks) of the Total Annual Operating Budget of the City.
4. The City Council may, from time-to-time, appropriate fund balances that will reduce available fund balances below the 25% policy for the purposes of a declared fiscal emergency or other such global purpose as to protect the long-term fiscal security of the City of Kannapolis. In such circumstances, the Council will adopt a plan to restore the available fund balances to the policy level within 36 months from the date of the appropriation. If restoration cannot be accomplished within such time period without severe hardship to the City, then the Council will establish a different but appropriate time period.
5. In the event that available fund balances are in excess of 33%, then the City will develop a spending plan utilizing more cash payments for capital projects, or other capital assets.
6. The City will adopt a comprehensive strategy for the long-term stability and financial health of the Water and Sewer Fund, Stormwater Fund, and Environmental Fund. Each fund will maintain a targeted cash balance reserve as compared to that fund’s annual expenditures. The targeted cash balance reserve is stated below:

Water and Sewer Fund	25%
Stormwater Fund	25%
Environmental Fund	10%

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

INVESTMENT POLICY

Introduction

It is the policy of the City to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow requirements of the City and conforming to all State statutes governing the investment of idle funds.

Objectives

- A. To link long-term financial planning with short-term daily operations and decision-making.
- B. To maintain and improve the City's financial position.
- C. To maintain and improve the City's credit ratings by meeting or exceeding the requirements of rating agencies through sound financial policies.
- D. To maintain and increase investor confidence in the City and to provide credibility to the citizens of the City regarding financial operations,
- E. To protect the City of Kannapolis from emergency fiscal crisis by ensuring the continuance of services even in the event of an unforeseen occurrence.
- F. To ensure that Council's adopted policies are implemented in an efficient and effective manner.

Legality

The cash management and investment program of the City of Kannapolis (hereafter the "City") shall be operated in conformance with federal North Carolina, and other legal requirements, including provisions of the North Carolina General Statutes (hereafter "G.S."), specifically The Local Government Budget and Fiscal Control Act (the "LGBFCA"), primarily G.S. 159-30 – Investment of Idle Funds.

Scope

This investment policy applies to all financial assets of the City except authorized petty cash, trust funds, and debt proceeds, which are accounted for and invested separately from pooled cash. The City pools the cash resources of its various funds into a single pool in order to maximize investment opportunities and returns.

Prudence

The standard of prudence to be used by authorized staff shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

INVESTMENT POLICY – *continued*

Authorized staff acting in accordance with procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Responsibility

The Finance Director or his/her designee shall have the responsibility for the administration of the investment policy of the City of Kannapolis. The Finance Director will routinely monitor the contents of the portfolio, the available markets, and the relative values of competing instruments, and will adjust the portfolio accordingly.

Objectives

The City's objectives in managing the investment portfolio, in order of priority, are safety, liquidity, and yield.

Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To best mitigate against credit risk (the risk of loss due to the failure of the security issuer) diversification is required. To best mitigate against interest rate risk (the risk that changes in interest rates will adversely affect the market value of a security and that the security will have to be liquidated and the loss realized) the second objective, adequate liquidity, must be met.

Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating and debt service cash requirements that may be reasonably anticipated. The portfolio will be structured so that securities mature concurrent with cash needs (static liquidity), with securities with an active secondary market (dynamic liquidity), and with deposits and investments in highly liquid money market and mutual fund accounts.

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

INVESTMENT POLICY – *continued*

Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary, economic and interest rate cycles, taking into account investment risk constraints and liquidity needs.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose to the City Manager any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial or investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individuals with whom business is conducted on behalf of the City.

Authorized Financial Dealers and Financial Institutions

The Finance Director will maintain a list of financial institutions authorized to provide investment services. Authorized financial institutions include banks maintaining an office in the State of North Carolina and securities brokers/dealers classified by the New York Federal Reserve as a primary dealer.

The Finance Director shall have discretion in determining the number of authorized financial institutions and may limit that number based upon the practicality of efficiently conducting the investment program. The Finance Director shall also have the discretion to add or remove authorized financial institutions based upon potential or past performance.

Internal Control

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires the use of estimates and judgments by management.

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

INVESTMENT POLICY – *continued*

Collateralization

Collateralization is required for certificates of deposit. North Carolina General Statutes allow the State Treasurer and the Local Government Commission to prescribe rules to regulate the collateralization of public deposits in North Carolina banks. These rules are codified in the North Carolina Administrative Code - Title 20, Chapter 7 (20 NCAC 7). The Pooling Method of collateralization under 20 NCAC 7 allows depositories to use an escrow account established with the State Treasurer to secure the deposits of all units of local government. This method transfers the responsibility for monitoring each bank's collateralization and financial condition from the City to the State Treasurer. The City will only maintain deposits with institutions using the Pooling Method of collateralization.

Delivery and Custody

All investment security transactions entered into by the City shall be conducted on a delivery versus payment basis. Securities will be held by a third party custodian designated by the Finance Director and each transaction will be evidenced by safekeeping receipts and tickets.

Authorized Investments

The City is empowered by North Carolina G.S. 159-30(c) to invest in certain types of investments. The City Council approves the use of the following investment types, the list of which is more restrictive than G.S. 159-30(c):

- a) Obligations of the United States or obligations fully guaranteed as to both principal and interest by the United States.
- b) Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Housing Administration, and the United States Postal Service.
- c) Obligations of the State of North Carolina
- d) Bonds and notes of any North Carolina local government or public authority that is rated "AA" or better by at least two of the nationally recognized ratings services or that carries any "AAA insured" rating.
- e) Fully collateralized deposits at interest or certificates of deposit with any bank, savings and loan association or trust company that utilizes the Pooling Method of collateralization (section VIII.I).
- f) Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service, which rates the particular obligation.

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

INVESTMENT POLICY – *continued*

- g) Banker's acceptance of a commercial bank or its holding company provided that the bank or its holding company is either (i) incorporated in the State of North Carolina or (ii) has outstanding publicly held obligations bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligations.
- h) Participating shares in a mutual fund for local government investment, provided that the investments of the fund are limited to those qualifying for investment under G.S. 150-30(c) and that said fund is certified by the LGC. (The only such certified fund is the North Carolina Capital Management Trust.)
- i) Evidences of ownership of, or fractional undivided interest in, future interest and principal payments on either direct obligations of the United States government or obligations the principal of and the interest on which are guaranteed by the United States, which obligations are held by a bank or trust company organized and existing under the laws of the United States or any state in the capacity of custodian (STRIPS).
- j) Guaranteed investment contracts utilizing repurchase agreements but only for the investment of debt proceeds which are to be collateralized at 105% and marked to market on a daily basis.

Diversification

The City will diversify use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.

Diversification by Instrument	Percent of Portfolio
US Treasury Obligations (bills, notes, bonds)	100%
US Government Agencies (fully guaranteed)	100%
Bankers Acceptances (BAS) (G.S. 147-69.1 (C4F) Commercial Paper (G.S. 147-69.1 (C4F)	40%
Repurchase Agreements	25%
Certificates of Deposit (CDs) Commercial Banks	100%
Certificates of Deposit (CDs) Savings and Loans	25%
North Carolina Capital Management Trust	50%

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

INVESTMENT POLICY – *continued*

Maturity Scheduling

Investment maturities shall be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (payroll, power purchases), as well as considering sizeable blocks of anticipated revenue (tax receipts, etc.). Maturities shall be times to comply with the following guidelines:

Under 1 year	50%
Under 3 years	75%
Under 5 years	100%

Selection of Securities

The Finance Director or his or her designee will determine which investments shall be purchased and sold and the desired maturity date(s) that are in the best interest of the City. The selection of an investment will involve the evaluation of, but not limited to, the following factors: cash flow projections and requirements; current market conditions; and overall portfolio balance and makeup.

Active Trading of Securities

It is the City's intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal. However, if economic or market conditions change making it in the City's best interest to sell or to trade a security before maturity, that action may be taken.

Pooled Cash and Allocation of Interest Income

All moneys earned and collected from investments other than bond proceeds will be allocated monthly to the various participating funds. Earnings on bond proceeds will be directly credited to the same proceeds.

Marking to Market

A report of the market value of the portfolio will be generated at least annually by the Finance Director.

Software

The City recognizes the significance of the size of its investment portfolio and of the requirements contained in this policy. The City will utilize investment software which enables efficient transaction processing and recording, sufficient portfolio monitoring and the ability to maintain reporting compliance with this policy.³

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

INVESTMENT POLICY – *continued*

Reporting

The Finance Director will prepare a quarterly investment report that will be submitted to the Council. The monthly investment report will include, but is not limited to, a listing of all investments, the investment description, the settlement and maturity dates, the cost value, and the yield to maturity. The monthly investment report will include reporting on the status of diversification compliance.

FISCAL POLICY GUIDELINES

City of Kannapolis, North Carolina

AMENDMENTS:

1. May 8th, 2017: Debt Policy: Raised Tax Supported Debt Limit from 2.0% to 4.0%



**City of Kannapolis
City Council Meeting
May 8, 2017
Staff Report**

TO: Mayor and City Council
FROM: Walter M. Safrit, II, City Attorney
TITLE: Ordinance regulating the use of Golf Carts by amending Chapter 10, Article II of the City Code of Ordinances "Division 5. Golf Carts"

A. Action Requested by City Council

Motion to table indefinitely the Resolution adopting an Ordinance regulating the use of Golf Carts by amending Chapter 10, Article II of the City Code of Ordinances "Division 5. Golf Carts"

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

This agenda item was first considered on February 27, 2017, Council meeting agenda but was tabled to the May 8, 2017, Council meeting. At the March 13, 2017, Council meeting Councilman Dayvault suggested that the matter appear on the May 8, 2017, meeting Consent Agenda as a Motion to Table Indefinitely. It was the consensus of Council, without a vote, to do so. Approval of the Consent Agenda will have the effect of an approved Motion to Table Indefinitely by Council.

D. Fiscal Considerations

None.

E. Policy Issues

None.

F. Legal Issues

None.

G. Alternative Courses of Action and Recommendation
--

1. Motion to Table Indefinitely. (Recommended)

H. Issue Reviewed By

Bridgette Bell, Eddie Smith, Mike Legg

ATTACHMENTS:

File Name

No Attachments Available



**City of Kannapolis
City Council Meeting
May 8, 2017
Staff Report**

TO: Mayor and City Council
FROM: Walter M. Safrit, II, City Attorney
TITLE: Ordinance amending Chapter 3 “Animal Control” of the City Code of Ordinance

A. Action Requested by City Council

**Motion to adopt Ordinance amending Chapter 3 of the City Code of Ordinances.
(Second Amendment)**

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

Cities are authorized by North Carolina General Statute 160A-182 to define and prohibit the abuse of animals within its jurisdiction. Counties are granted identical authority under NCGS 153-127 and typically exercise jurisdiction throughout their counties inclusive of and on behalf of municipalities. Kannapolis City Council ceded that authority to Rowan and Cabarrus Counties in 1994 by adopting their Animal Control ordinances. However, the City still retains its right to supplement those ordinances by unique legislation if desired.

The Ordinance was first amended on July 14, 2014. The City Attorney has been requested to prepare additional amendments to the ordinance regarding “tethering” of dogs. The Ordinance presented contains those provisions as indicated in the underlined provisions shown in the attached Resolution.

D. Fiscal Considerations

None although undetermined enforcement costs should be anticipated.

E. Policy Issues

None

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation

1. **Adopt the Ordinance (Recommended)**
2. Adopt the Ordinance with amendment
3. Reject the Ordinance

H. Issue Reviewed By

ATTACHMENTS:

File Name

- ❏ Resolution_To_Approve_Amendments_To_Animal_Control_Ordinance_(5-4-17).doc
- ❏ BLACKLINED_Ordinance-Animal_Control_(5-4-17).pdf
- ❏ Ordinance_#2014-25_Dated_7-28-2014.pdf

**RESOLUTION
CITY COUNCIL
CITY OF KANNAPOLIS**

WHEREAS, Cities are authorized by North Carolina General Statute 160A-182 to define, regulate and prohibit the abuse of animals within its jurisdiction; and

WHEREAS, the City Council adopted an amendment to Chapter 3 “Animal Control” of the City Cod of Ordinances on July 14, 2014; and

WHEREAS, the City Council deems it prudent and advisable to further amend the Code as herein provided.

NOW THEREFORE, BE IT RESOLVED that Chapter 3 of the Code of Ordinances is amended as follows:

1. Section 3-7(b)(3) is hereby amended by the addition of the following underlined words and phrases:

“(3) Tethers shall be attached to a buckle-type collar or harness and under no circumstances shall the tether itself be placed directly around a dog’s neck. Tethers shall not be used in conjunction with training collars such as choke or pinch-style collars. The harness or collar must be made of a material that prevents choking and shall be monitored regularly so as to assure proper fit, prevent discomfort or injury.”

2. Section 3-7(b)(5) is hereby amended by the addition of the following underlined words and phrases:

“(5) The tether by design and placement shall be maintained to allow the dog a reasonable and unobstructed range of motion without the possibility of entanglement, strangulation or other injury. The tether shall not be attached at point or location that would allow the animal to wrap the tether around a post, tree or debris or extend the tether over a fence, ledge, porch, pool or other object or edge in such manner that could result in the strangulation of or injury to the animal. The tether shall allow the dog access to adequate food, water and shelter.”

3. This Resolution is effective upon adoption.

ADOPTED this the 8th day of May, 2017.

Milton D. Hinnant
Mayor

Attest:

Bridgette Bell, MMC, NCCMC
City Clerk

CITY OF KANNAPOLIS

ORDINANCE

An Ordinance entitled Amending Chapter 3, “Animal Control” of the Kannapolis City Code by the addition of Sections 3-4, 3-5, 3-6 and 3-7 as follows:

BE IT ORDAINED by the City Council for the City of Kannapolis, North Carolina that:

Section 1. Chapter 3 of the City Code is amended by the addition of Section 3-4, 3-5, 3-6 and 3-7 to read as follows:

“Sec. 3-4. Definitions.

Adequate Shelter means a clean, ventilated, shaded enclosed area of at least three (3) sides and a weatherproof roof accessible by an animal, of sufficient size and nature so as to provide the animal with free movement, a place to lie down comfortably, and reasonable protection from adverse weather conditions.

Animal means every nonhuman, animate being that is endowed with the power of voluntary motion, including, but not limited to, dogs, cats, livestock and other mammals, birds, reptiles, amphibians and fish.

Animal Control Officers means persons properly appointed by the city to enforce all sections of this Chapter and applicable state laws and who are responsible for discharging such other duties and functions as may be prescribed by the city council as set forward by this Chapter or any other applicable ordinance or state law.

Cat means a domestic feline of either sex.

Dog means a domestic canine of either sex.

Impounded means any animal that is received into custody by any employee of the city or county.

Owner means any person owning, keeping, having charge of sheltering, feeding, harboring or taking care of any animal for 14 or more consecutive days, unless the animal is boarded for a fee. If a commercial kennel is involved for breeding, ownership shall be indicated by the kennel operator by showing the registration of the animal in the name of the actual owner of the animal.

Premises mean a definite portion of real estate, including land with its appurtenances, a building or part of a building.

Teasing means any act done towards an animal that a reasonable person would expect to irritate or enrage such an animal to the extent that the animal would be likely to bite or attack, including, but not limited to, annoying, provoking, harassing, beating, torturing, injuring, or intentionally causing pain to an animal.

Tether is defined as a metal chain or coated steel cable to restrain a dog.

Tethering refers to the practice of securing a dog to a stationary object by means of a metal chain or coated steel cable for keeping the animal restrained. This does not refer to periods when animals are being walked on a leash or for temporary grooming or other professional services.

Sec. 3-5. Abuse of Animals.

- (a) Prohibited. It shall be unlawful for a person who negligently or willfully:
- (1) Fails to provide adequate food and/or water for any animal he owns, possesses, or harbors;
 - (2) Overworks or overdrives any animal causing physical pain, suffering or death;
 - (3) Beats, tortures, injures, torments, poisons or mutilates any animal causing physical pain, suffering or death;
 - (4) Fails to provide adequate medical attention for any sick, diseased or injured animal he owns, possesses, or harbors;
 - (5) Keeps any animal under unsanitary or inhumane conditions which are detrimental to the animal's health and general welfare or fails to maintain a condition of good order and cleanliness which reduces the probability of transmission of disease;
 - (6) Teases, molests, or in any way bothers or harasses any animal;
 - (7) Sets any rabbit, hare, raccoon or other such animal loose for the purpose of chasing, hunting or having a race thereafter;
 - (8) Promotes, stages, holds, manages, conducts, carries on or attends any game, exhibition, contest, fight or combat between one or more animals or between animals and humans;
 - (9) Fails to provide an adequate shelter for an animal he owns, possesses, harbors, or encloses, wherein the animal can be protected from extremes of weather (heat, cold, rain, etc.) and allowed to remain dry and comfortable during inclement weather;
 - (10) Conveys any type of animal in a motor vehicle or in a wagon or trailer pulled by a motor vehicle or in a truck or the back of a truck without having such animal reasonably secured so as to prevent the animal from leaping or being thrown from the vehicle or in such a way as to cause pain, suffering, unreasonable discomfort or death to the animal;
 - (11) Places or confines an animal or allows an animal to be placed or confined in a motor vehicle under such conditions or for such a period of time as to endanger the health or well-being of such animal due to temperature, lack of food or drink, or such other conditions as may reasonably be expected to cause suffering, disability or death:
 - (a) After making a reasonable effort to find the driver of a vehicle in which an animal is confined, an employee of the City, in the presence of a

police officer, or animal control officer may use the least intrusive means to break and enter the vehicle if necessary to remove the animal where probable cause exists to believe that the animal is in the vehicle in violation of this subsection.

- (b) The officer removing the animal shall then have it impounded and leave in a prominent place on the motor vehicle a written notice of the animal's impoundment, a brief description of the animal, and where and when the animal may be reclaimed.
 - (c) So long as an animal is within sight of an employee of the City or a police officer or animal control officer, this section shall not be interpreted to require that any warrant be obtained before removing the animal so long as such removal is otherwise consistent with the United States Constitution.
- (12) Fails to provide sufficient shade, when sunlight is likely to cause overheating and discomfort, to allow all animals kept outdoors to protect themselves from the direct rays of the sun;
- (13) Keeps dogs in outdoor kennels used for the primary purpose of restraining dogs, where there is less than fifth (50) square feet of kennel space per dog. Outdoor kennels shall be kept in a state of repair to prevent injury to the dog(s). Carriers, crates or other similar devices used for training or temporary housing shall only be utilized indoors. This requirement shall not apply to the housing of dogs whose primary purpose is hunting activities.
- (b) Euthanizing exception. Nothing in this section shall be construed to prohibit the county control officers or veterinarians from euthanizing dangerous, unwanted, injured or diseased animals in a humane manner; nor to prohibit slaughterhouses or medical facilities from the proper, humane and lawful carrying out of their activities or duties.
- (c) Pet Shops. City police officers or county animal control officers shall have the authority to conduct inspections of pet stores, to the extent not preempted by state law, in order to determine if there is any abuse of animals. Pet shops shall also be subject to the county ordinance for the control of rabies and other zoonoses as administered and enforced by the respective county health department or authority. Abuse of animals shall include any act described in this section or any other act that is detrimental to the well-being of the animal. It shall be unlawful for any pet store employee or pet store owner to violate this section.

Sec. 3-6. Restraint of Animals.

- (a) Physical Restraint. It shall be unlawful for any person owning or having possession, charge, custody or control of any animal, excluding cats, to keep such animal on his own premises or off the premises, unless such animal is under sufficient physical restraint, to controls the animal, or within a vehicle or adequately contained by a fence on the premises or other secure enclosure. If the physical restraint used is a leash requiring a person to control the animal, the person using such restraint must be of sufficient age and

physical size or ability to reasonably restrain the animal. If the secure enclosure is an invisible fence system, then all components of the system must be in working order and in proper place. Additionally, there must be a visible, permanent sign on the premises stating that there is an invisible fence.

- (b) Tethering. Dogs may be tethered to a stationary object only if all of the following conditions 1-9 are met:
- (1) A tether shall be equipped with a swivel on both ends.
 - (2) A tether shall be a minimum of ten (10) feet in length and shall be made of either metal chain or coated steel cable. Rope, bridles, belts, or cords may not be used as a device to secure an animal.
 - (3) Tethers shall be attached to a buckle-type collar or harness and under no circumstances shall the tether itself be placed directly around a dog's neck. Tethers shall not be used in conjunction with training collars such as choke or pinch-style collars. The harness or collar must be made of a material that prevents choking and shall be monitored regularly so as to assure proper fit, prevent discomfort or injury.
 - (4) The weight of the tether shall not exceed ten percent (10%) of the total body weight of the dog but shall be of sufficient strength to prevent breakage.
 - (5) The tether by design and placement shall be maintained to allow the dog a reasonable and unobstructed range of motion without the possibility of entanglement, strangulation or other injury. The tether shall not be attached at point or location that would allow the animal to wrap the tether around a post, tree or debris or extend the tether over a fence, ledge, porch, pool or other object or edge in such manner that could result in the strangulation of or injury to the animal. The tether shall allow the dog access to adequate food, water and shelter.
 - (6) A dog must be four (4) months of age or older to be tethered.
 - (7) Only one dog shall be attached to a single tether.
 - (8) Pulley systems, running lines and trolley systems may be used in conjunction with a tether.
 - (9) Pulley systems, running lines or trolley systems shall be at least ten (10) feet in length and no more than seven (7) feet above the ground.
 - (i) The line of the pulley system, running line or trolley system to which the tether is attached shall be made of coated steel cable.
 - (ii) No tether shall be affixed to a stationary object which would allow a dog to come within 5 feet of any property line.

- (10) An Animal Control officer may in his/her discretion order a more restrictive tethering requirement if circumstances require and it is not detrimental to the health, safety or welfare of a dog.
- (11) Exemptions. Citizens residing in townhomes, apartments, condos or similar multi-family housing units with lot sizes insufficient to meet the length and property line requirements specified in paragraphs 2, 8 and 9 above, may only tether dogs for temporary exercise and relief.
- (c) Adult with animal on premises. If a responsible adult is physically outdoors, and immediately adjacent to the animal, on the land where the owner of the animal resides, and the animal is under the person's direct control and is obedient to that person's commands, this section shall not apply during the duration of the time the animal is in the company and under the control of that adult and the animal is on the premises. An adult is defined as a person 18 years of age or older.
- (d) Public Parks. It shall be unlawful for any person owning or having possession, charge, custody, or control of any dog to take the dog into or allow the dog to enter any public park without being at all times under the restraint of a leash, except while in designated off-leash areas, in accordance with the rules and regulations pertaining to such off-leash areas. This subsection shall not apply to the following:
 - (1) Parks that have been designated as leash-free parks by the governmental agency responsible for the park.
 - (2) Guide and hearing-aid dogs that are in the company of blind or deaf persons or being trained for such purposes.
 - (3) Dogs employed or hired by law enforcement agencies or by the governmental agency responsible for the park to perform a governmental purpose within the park.

Sec. 3-7. Penalties. Each violation of this Chapter shall constitute as misdemeanor punished by fine or imprisonment as by law provided."

Section 2. This Ordinance shall become effective upon adoption.

Milton D. Hinnant
Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

(CITY SEAL)

CITY OF KANNAPOLIS

ORDINANCE

An Ordinance entitled Amending Chapter 3, "Animal Control" of the Kannapolis City Code by the addition of Sections 3-4, 3-5, 3-6 and 3-7 as follows:

BE IT ORDAINED by the City Council for the City of Kannapolis, North Carolina that:

Section 1. Chapter 3 of the City Code is amended by the addition of Section 3-4, 3-5, 3-6 and 3-7 to read as follows:

"Sec. 3-4. Definitions.

Adequate Shelter means a clean, ventilated, shaded enclosed area of at least three (3) sides and a weatherproof roof accessible by an animal, of sufficient size and nature so as to provide the animal with free movement, a place to lie down comfortably, and reasonable protection from adverse weather conditions.

Animal means every nonhuman, animate being that is endowed with the power of voluntary motion, including, but not limited to, dogs, cats, livestock and other mammals, birds, reptiles, amphibians and fish.

Animal Control Officers means persons properly appointed by the city to enforce all sections of this Chapter and applicable state laws and who are responsible for discharging such other duties and functions as may be prescribed by the city council as set forward by this Chapter or any other applicable ordinance or state law.

Cat means a domestic feline of either sex.

Dog means a domestic canine of either sex.

Impounded means any animal that is received into custody by any employee of the city or county.

Owner means any person owning, keeping, having charge of sheltering, feeding, harboring or taking care of any animal for 14 or more consecutive days, unless the animal is boarded for a fee. If a commercial kennel is involved for breeding, ownership shall be indicated by the kennel operator by showing the registration of the animal in the name of the actual owner of the animal.

Premises mean a definite portion of real estate, including land with its appurtenances, a building or part of a building.

Teasing means any act done towards an animal that a reasonable person would expect to irritate or enrage such an animal to the extent that the animal would be likely to bite or attack, including, but not limited to, annoying, provoking, harassing, beating, torturing, injuring, or intentionally causing pain to an animal.

Tether is defined as a metal chain or coated steel cable to restrain a dog.

Tethering refers to the practice of securing a dog to a stationary object by means of a metal chain or coated steel cable for keeping the animal restrained. This does not refer to periods when animals are being walked on a leash or for temporary grooming or other professional services.

Sec. 3-5. Abuse of Animals.

(a) Prohibited. It shall be unlawful for a person who negligently or willfully:

- (1) Fails to provide adequate food and/or water for any animal he owns, possesses, or harbors;
- (2) Overworks or overdrives any animal causing physical pain, suffering or death;
- (3) Beats, tortures, injures, torments, poisons or mutilates any animal causing physical pain, suffering or death;
- (4) Fails to provide adequate medical attention for any sick, diseased or injured animal he owns, possesses, or harbors;
- (5) Keeps any animal under unsanitary or inhumane conditions which are detrimental to the animal's health and general welfare or fails to maintain a condition of good order and cleanliness which reduces the probability of transmission of disease;
- (6) Teases, molests, or in any way bothers or harasses any animal;
- (7) Sets any rabbit, hare, raccoon or other such animal loose for the purpose of chasing, hunting or having a race thereafter;
- (8) Promotes, stages, holds, manages, conducts, carries on or attends any game, exhibition, contest, fight or combat between one or more animals or between animals and humans;
- (9) Fails to provide an adequate shelter for an animal he owns, possesses, harbors, or encloses, wherein the animal can be protected from extremes of weather (heat, cold, rain, etc.) and allowed to remain dry and comfortable during inclement weather;
- (10) Conveys any type of animal in a motor vehicle or in a wagon or trailer pulled by a motor vehicle or in a truck or the back of a truck without having such animal reasonably secured so as to prevent the animal from leaping or being thrown from the vehicle or in such a way as to cause pain, suffering, unreasonable discomfort or death to the animal;
- (11) Places or confines an animal or allows an animal to be placed or confined in a motor vehicle under such conditions or for such a period of time as to endanger the health or well-being of such animal due to temperature, lack of food or drink, or such other conditions as may reasonably be expected to cause suffering, disability or death:
 - (a) After making a reasonable effort to find the driver of a vehicle in which an animal is confined, an employee of the City, in the presence of a police officer, or animal control officer may use the least intrusive means to break and enter the vehicle if necessary to remove the animal where probable cause exists to believe that the animal is in the vehicle in violation of this subsection.

- (b) The officer removing the animal shall then have it impounded and leave in a prominent place on the motor vehicle a written notice of the animal's impoundment, a brief description of the animal, and where and when the animal may be reclaimed.
- (c) So long as an animal is within sight of an employee of the City or a police officer or animal control officer, this section shall not be interpreted to require that any warrant be obtained before removing the animal so long as such removal is otherwise consistent with the United States Constitution.
- (12) Fails to provide sufficient shade, when sunlight is likely to cause overheating and discomfort, to allow all animals kept outdoors to protect themselves from the direct rays of the sun;
- (13) Keeps dogs in outdoor kennels used for the primary purpose of restraining dogs, where there is less than fifth (50) square feet of kennel space per dog. Outdoor kennels shall be kept in a state of repair to prevent injury to the dog(s). Carriers, crates or other similar devices used for training or temporary housing shall only be utilized indoors. This requirement shall not apply to the housing of dogs whose primary purpose is hunting activities.
- (b) Euthanizing exception. Nothing in this section shall be construed to prohibit the county control officers or veterinarians from euthanizing dangerous, unwanted, injured or diseased animals in a humane manner; nor to prohibit slaughterhouses or medical facilities from the proper, humane and lawful carrying out of their activities or duties.
- (c) Pet Shops. City police officers or county animal control officers shall have the authority to conduct inspections of pet stores, to the extent not preempted by state law, in order to determine if there is any abuse of animals. Pet shops shall also be subject to the county ordinance for the control of rabies and other zoonoses as administered and enforced by the respective county health department or authority. Abuse of animals shall include any act described in this section or any other act that is detrimental to the well-being of the animal. It shall be unlawful for any pet store employee or pet store owner to violate this section.

Sec. 3-6. Restraint of Animals.

- (a) Physical Restraint. It shall be unlawful for any person owning or having possession, charge, custody or control of any animal, excluding cats, to keep such animal on his own premises or off the premises, unless such animal is under sufficient physical restraint, to controls the animal, or within a vehicle or adequately contained by a fence on the premises or other secure enclosure. If the physical restraint used is a leash requiring a person to control the animal, the person using such restraint must be of sufficient age and physical size or ability to reasonably restrain the animal. If the secure enclosure is an invisible fence system, then all components of the system must be in working order and in proper place. Additionally, there must be a visible, permanent sign on the premises stating that there is an invisible fence.
- (b) Tethering. Dogs may be tethered to a stationary object only if all of the following conditions 1-9 are met:
 - (1) A tether shall be equipped with a swivel on both ends.

- (2) A tether shall be a minimum of ten (10) feet in length and shall be made of either metal chain or coated steel cable. Rope, bridles, belts, or cords may not be used as a device to secure an animal.
 - (3) Tethers shall be attached to a buckle-type collar or harness and under no circumstances shall the tether itself be placed directly around a dog's neck. Tethers shall not be used in conjunction with training collars such as choke or pinch-style collars.
 - (4) The weight of the tether shall not exceed ten percent (10%) of the total body weight of the dog but shall be of sufficient strength to prevent breakage.
 - (5) The tether by design and placement shall allow the dog a reasonable and unobstructed range of motion without the possibility of entanglement, strangulation or other injury. The tether shall allow the dog access to adequate food, water and shelter.
 - (6) A dog must be four (4) months of age or older to be tethered.
 - (7) Only one dog shall be attached to a single tether.
 - (8) Pulley systems, running lines and trolley systems may be used in conjunction with a tether.
 - (9) Pulley systems, running lines or trolley systems shall be at least ten (10) feet in length and no more than seven (7) feet above the ground.
 - (i) The line of the pulley system, running line or trolley system to which the tether is attached shall be made of coated steel cable.
 - (ii) No tether shall be affixed to a stationary object which would allow a dog to come within 5 feet of any property line.
 - (10) An Animal Control officer may in his/her discretion order a more restrictive tethering requirement if circumstances require and it is not detrimental to the health, safety or welfare of a dog.
 - (11) Exemptions. Citizens residing in townhomes, apartments, condos or similar multi-family housing units with lot sizes insufficient to meet the length and property line requirements specified in paragraphs 2, 8 and 9 above, may only tether dogs for temporary exercise and relief.
- (c) Adult with animal on premises. If a responsible adult is physically outdoors, and immediately adjacent to the animal, on the land where the owner of the animal resides, and the animal is under the person's direct control and is obedient to that person's commands, this section shall not apply during the duration of the time the animal is in the company and under the control of that adult and the animal is on the premises. An adult is defined as a person 18 years of age or older.
- (d) Public Parks. It shall be unlawful for any person owning or having possession, charge, custody, or control of any dog to take the dog into or allow the dog to enter any public park without being at all times under the restraint of a leash, except while in designated


off-leash areas, in accordance with the rules and regulations pertaining to such off-leash areas. This subsection shall not apply to the following:

- (1) Parks that have been designated as leash-free parks by the governmental agency responsible for the park.
- (2) Guide and hearing-aid dogs that are in the company of blind or deaf persons or being trained for such purposes.
- (3) Dogs employed or hired by law enforcement agencies or by the governmental agency responsible for the park to perform a governmental purpose within the park.

Sec. 3-7. Penalties. Each violation of this Chapter shall constitute as misdemeanor punished by fine or imprisonment as by law provided.”

Section 2. This Ordinance shall become effective upon adoption.

Adopted this 28th day of July 2014.


Milton D. Hinnant
Mayor

ATTEST:


Bridgette Bell, MMC, NECMC
City Clerk



**City of Kannapolis
City Council Meeting
May 8, 2017
Staff Report**

TO: Mayor and City Council
FROM: Mike Legg, City Manager
TITLE: Recommendation to serve on Cabarrus County Planning and Zoning Commission

A. Action Requested by City Council

Motion to make a recommendation to the Cabarrus County Board of Commissioners to serve as the City's representative on the Cabarrus County Planning and Zoning Commission.

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

On August 10, 2015, City Council recommended to the Cabarrus County Board of Commissioners, Dane Laney, in which Mr. Laney was appointed to serve as the City's representative. Due to personal reasons, Mr. Laney has stepped down as our representative. Brent Rockett has completed an application as required by Cabarrus County and is willing to serve providing City Council approves and makes a recommendation to the Cabarrus County Board of Commissioners for their consideration. Mr. Rockett is a Senior Director of Operations for the Cannon Memorial YMCA.

If so desired, City Council may elect to appoint someone of their own choosing. In this event, they would need to complete an application as required. Cabarrus County would like to move forward with filling this position as soon as possible. Attached is a copy of Mr. Rockett's application for your consideration.

D. Fiscal Considerations

None

E. Policy Issues

None

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation
--

- 1. Motion to make a recommendation to the Cabarrus County Board of Commissioners the appointment of Brent Rockett (Recommended)**
2. Appoint someone of Councils choice.

H. Issue Reviewed By

ATTACHMENTS:

File Name

 Cabarrus_County_PZ_Questionnaire_-_Brent_Rockett.pdf

Planning and Zoning Commission
Questionnaire

1. Why do you want to be appointed to the P & Z Commission?
2. What unique perspective can you bring to this Commission?
3. How do you feel about recent growth and development in the County?
4. What do you consider to be the most important issues facing the County related to growth?
5. What role should the Commission take in guiding and regulating growth?
6. What experience do you have or knowledge have you gained that will help prepare you to serve on the Commission?

Please complete the questionnaire and return it to Megan Smit, Cabarrus County,
P. O. Box 707, Concord, NC 28026 or by fax at 704-920-2820.

Cabarrus County

Planning and Zoning Commission

Questionnaire Responses

Name: Brent Rockett

Home Address: 2642 Stonewood View; Kannapolis, NC 28081

Profession: Senior Director of Operations, Cannon Memorial YMCA

1. I have a strong belief that community service, public service and civic responsibility are very important obligations for able citizens. I believe serving on the Planning & Zoning Commission is an ideal opportunity for me to be able to use my God-given talents and experiential learnings to serve Cabarrus County.
2. I am a 13 year resident of Cabarrus County after transplanting here from Catawba County. I have lived in North Carolina for my entire life and I'm a graduate of Appalachian State University. I've spent over eight years as a Kannapolis resident. In those 13 wonderful years of living in Cabarrus County, I have been blessed to marry my wife and have a son. In that time, I have witnessed growth throughout this county as a resident, but also as a not-for-profit employee in multiple roles with the Cannon Memorial YMCA. I served on numerous committees and boards in my time here and am a member and past-president of the Rotary Club of Southwest Cabarrus. Cabarrus County is home for me now. I want the absolute best for our communities and townships throughout this tremendous county. I am an even-minded, logical and reasonable individual and feel serving in this manner fits me very well. Furthermore I am confident that, in this role, I can be an asset to this commission and Cabarrus County.
3. We are truly blessed as Cabarrus County residents. It is a gift to be able to live in one of only 11 counties in the great state of North Carolina that are currently experiencing growth. With that, however, comes great responsibility. I want to continue to see Cabarrus County thrive through the common sense application of all regulations, policies and laws that manage and govern positive growth.
4. There are many important aspects that need to be considered while growth occurs. They include long-range planning, employment opportunities, utilities, transportation systems, education, sustainability, housing choices and environmental responsibility. I was honored to be invited to serve as a member of the planning committee responsible for compiling the 2016 Cabarrus County Needs Assessment. The Cabarrus County Community Priorities were determined to be substance use, mental health and obesity. Availability of safe and affordable housing also was named an "emerging priority." I believe that growth in our county can have an effect, either positive or negative, on each of those four community priorities. The health and well-being of our residents can clearly be affected positively by appropriate growth that includes increased employment opportunities, greater opportunity for recreation and exercise, effective and efficient transportation options and varying housing options for residents of all socioeconomic statuses.

5. I believe the Planning & Zoning Commission's role in guiding and regulating growth is to provide informed and fair recommendations related to the application of all associated planning and zoning regulations. The Commission should appropriately enforce the regulations, but also consider the possibility of changes and amendments based on the information provided to them.
6. During my time in Cabarrus County, I have lived in multiple municipalities including Concord and Kannapolis, while also having the opportunity to serve in professional roles in Harrisburg, Concord and Kannapolis.

In my professional roles with the YMCA and as a Rotarian, I have had unique opportunities to learn a great deal about our county in a relatively short period of time. It has also provided me the opportunity to connect and build relationships with residents throughout the county at many levels. As a servant leader and manager, I have gained understanding and learned to work well with all that I come in contact with. I have a proven ability to put aside possible personal biases, listen well and make decisions for the greater good.

As a father, I have a strong sense of the importance of the sustainability of the growth in our county. I want for the youth in our communities to have increasing opportunities in a safe, prosperous and healthy Cabarrus County for years to come.

I would be honored and humbled to have the opportunity to use my talents, knowledge and experience to serve as a member of the Cabarrus County Planning and Zoning Commission.



**City of Kannapolis
City Council Meeting
May 8, 2017
Staff Report**

TO: Mayor and City Council
FROM: Walter M. Safrit II, City Attorney
TITLE: Closed Session

A. Action Requested by City Council

GS. 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney-client privilege and G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area (Mayor Pro tem Wilson)

ADJOURN MEETING

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

H. Issue Reviewed By

ATTACHMENTS:

File Name

No Attachments Available



**City of Kannapolis
City Council Meeting
May 8, 2017
Staff Report**

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE: May

A. Action Requested by City Council

**May 22, 2017 Business Meeting
June 12, 2017 Workshop Meeting
June 26, 2017 Business Meeting**

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

H. Issue Reviewed By

ATTACHMENTS:

File Name

No Attachments Available